CertManager Managed Services

This Data Sheet describes the CertManager Managed Services to be provided by Sovos Compliance, LLC ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet. Through CertManager Managed Services, Sovos' managed services team organizes and updates exemption certificates using Sovos' Cloud based CertManager solution (the "System").

1 DEFINITIONS.

1.1 **"Certificate"** means a document provided by Customer's customer to Customer which indicates that the customer is exempt from the collection of tax.

1.2 **"Certificate Conversion"** means entry of mutually defined data elements from the Certificates into the Software.

1.3 **"Certificate Review"** means the review of Certificates by Sovos to determine if the Certificates meet the Sovos' Standard Rules of Sufficiency.

1.4 **"Exemption"** means a jurisdictionally specific claim of tax exemption stored against an individual purchaser. One multi-jurisdictional Certificate can carry multiple exemptions.

1.5 **"CertManager Managed Services"** include Certificate Review, Certificate Conversion, Mailing Services and Report Delivery.

1.6 **"Mailing Services"** mean electronic mailings completed by Sovos on a monthly basis to notify Customer's customers of incomplete or expired certificates and request Customer's customers to provide an updated or new Certificate.

1.7 **"Report Retrieval"** means the ability to run monthly reports to inform Customer of Certificates that do not meet Sovos' Standard Rules of Sufficiency, Certificates that have expired or will expire in 60 days, and accounts that are missing Exemption records. Customer will have permissions to run these reports at any time.

1.8 **"Sovos' Standard Rules of Sufficiency"** means the set of criteria used by Sovos to validate incoming Certificates.

2. MANAGED SERVICES.

2.1 **Customer Responsibilities.** Customer shall (i) upload its customer's Certificates in Customer's possession to the Software; (ii) define the criteria used for Certificate Review during the onboarding process; (iii) update the Software with new customer data; and (iv) define templates to be used by Sovos for Mailing Services.

2.2 **Cooperation.** Customer will follow the instructions and reasonable policies established by Sovos from time to time and communicated to the Customer. Customer shall provide Sovos with good faith cooperation as may be reasonably required by Sovos in order to provide the Software and Services. Customer agrees to bring to the attention of Sovos changes in the information as originally presented, as soon as such changed information becomes available.

2.3 **Sovos Responsibilities.** Sovos shall (i) provide Mailing Services and Report Retrieval on a monthly basis; and (ii) deliver Managed Services.

3 **CERTIFICATE SUBMISSION.** Customer shall submit Certificates to Sovos electronically through the Software. Customer's customers shall submit Certificates to the Software through an email link provided from Mailing Services.

4 **CHANGES**. Sovos may, from time to time and in its sole discretion, make changes to this document or the terms and conditions set forth herein, provided however, in no event shall Sovos make any changes that will degrade the products or services applicable to this Data Sheet without prior written notice to Customer. When Sovos makes changes hereto which do not degrade the

products or services applicable to this Data Sheet, Sovos will provide notice as appropriate under the circumstances, e.g., by displaying a notice within the applicable Sovos products or services, by updating the Data Sheet located at https://sovos.com/customer-legal-data-sheets/ or by sending Customer an email.

5 **Defined Terms.** Except as defined herein or otherwise required by the context herein, all defined terms used in this Data Sheet have the meaning set forth in the Governing Agreement.

6 **TERMS AND CONDITIONS**. Customer's execution of an applicable Order Form for the Services applicable to this Data Sheet signifies Customer's agreement to the terms and conditions in this Data Sheet and its acknowledgment that the Services are provided under and are governed by such applicable Order Form and the separate written agreement between the parties that expressly governs Sovos' delivery of Software and Services (the "Governing Agreement").

This document constitutes a Data Sheet as defined in the Governing Agreement.

SOVOS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.